

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at _____ on this ____ day of _____, 2025 (“**Agreement**”)

BETWEEN

MR. DHONDIBA NARAYAN PRADHAN, Age 53 Years, Business - Agri. & Business, R/at :- Room no. J/440, Building No. 2, Rock Enclave, Near Hindustan Naka, Charkop Sahyadri Nagar, Kandivali East, Mumbai – 400 067. **Pan Card No.** :- AGLPP0826E **Aadhar Card No.** :- 8585 5032 1179 hereinafter referred to as the “**PROMOTER/OWNER/VENDOR**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

1. **MR./MRS./MS.** _____ [PAN: _____]
residing / having its address at _____;
2. **MR./MRS./MS.** _____ [PAN: _____]
residing / having its address at _____;
3. **MR./MRS./MS.** _____ [PAN: _____]
residing / having its address at _____;

hereinafter referred to as the “**Purchaser**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual’s heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **SECOND PART**.

AND

DAPOLI NEXTGENCITY SPV1 LLP Incorporated under the provisions of LLP Act, 2008 having its registered Office at :- Flat No.8, 4th Floor, Y2K Apartments, 1825 Sadashiv Peth, Pune – 411 030 [PAN No. AAWFD3234D] **Through Its Partner** :- Mrs. Agnela Solomon [Pan No. ALKPK1269R] Aged 44 years, Occupation – Business. hereinafter referred to as the “**PROMOTER**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

The Promoter and the Purchaser are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS:

- A. That the then erstwhile owners sold the said lands to Mr. Dhondiba Narayan Pradhan and Mr. Rajkumar Purushottam Kediya by various Sale Deeds. Thereafter they applied for the sanction of lay out and conversion of the use of land from agricultural to Non-Agricultural Purposes.
- B. The layout dated 01/12/2016 that Hon'ble Collector of Ratnagiri granted a permission for use the property of S. No. 132 Hissa No. 24/1 for Non-Agriculture use vide NA order bearing No. Mahsul/Karyasan/6B/Binsheti/ Rekhankan/SNA/SR/99/16 dated 01/02/2017. After the permission of NA order granted from Hon'ble Collector, Ratnagiri Mr. Dhondiba Narayan Pradhan approached to Town Planning Authority for proposal of Residential purpose layout. Town Planning Authority sanctioned a layout through their Architect demarcated Plot layout on land admeasuring 107300 Sq. Mts. comprising of total 153 demarcated plots with open space/amenity are, internal roads etc.
- C. By virtue of the Partition Deed out of S. No. 132 Hissa 24/1 which is admeasuring about 10 H 73 R partitioned between Shri. Rajkumar Purushottam @ Purushottamlal Kediya and Shri. Dhondiba Narayan Pradhan. It appears that out of 153 plots with open space/amenity Plot, internal roads etc., 72 Plots totally admeasuring about 34534 Sq. Mts., Open Space No. 3 admeasuring about 3810.00 Sq. Mts., Open Space No. 4 admeasuring about 3013.00 Sq. Mts., Amenity Plot No. 2 admeasuring about 1625. 00 Sq. Mts. came to the share of Shri. Rajkumar Purushottam @ Purushottamlal Kediya and remaining 81 demarcated plots total admeasuring about 31201 Sq. Mts., Open Space No. 1 admeasuring about 1723.00 Sq. Mts., Open Space No. 2 admeasuring about 2234. 00 Sq. Mts., Amenity Plot No. 1 came to the share of Shri. Dhondiba Narayan Pradhan.
- D. That after partition of the abovesaid land portion, Shri. Dhondiba Narayan Pradhan i.e. The Owner entered into Works Contract with Dapoli Nextgencity SPV1 LLP i.e. The Promoter, which is duly executed and registered with the office of Sub Registrar Dapoli, District Ratnagiri which is at serial No. 3391/2025 dated 18th August 2025 and simultaneously executed a power of attorney permitting Dapoli Nextgencity SPV1 LLP to carry out the civil work and all other related works as mentioned in the said contract including registering for RERA and entering into agreements with the prospective purchasers which is also duly executed and registered with the office of Sub Registrar Dapoli, District Ratnagiri which is at serial No. 3392/2025 dated 18th August 2025 and have also executed and registered an Irrevocable Power of Attorney ("POA") dated 18th August 2025 and registered with the Sub-Registrar of Assurances at Dapoli under Serial No. 3393 of 2025.
- E. That by virtue Exclusive Works Contract dated 18th August 2025 the owner of the said

land i.e. **SHRI. DHONDIBA NARAYAN PRADHAN** granted the exclusive rights as mentioned in the said contract in respect of all that piece and parcel of piece and parcel of the land bearing S. No. 132 Hissa No. 24/1 totally admeasuring about 10 H 73 R i.e., 107300 demarcated with plots of 153 plots out of which share of Shri. Dhondiba Narayan Pradhan having total 81 plots admeasuring about 31201 Sq. Mts., Open Space No. 1 admeasuring about 1723.00 Sq. Mts., Open Space No. 2 admeasuring about 2234.00 Sq. Mts., Amenity Plot No. 1 with survey number with totally admeasuring about 31201 Sq mts., situated at Revenue village Anjarle, Taluka - Dapoli and District - Ratnagiri within the limits of Zilla Parishad & Panchayat Samiti Dapoli and within the jurisdiction of Registration District Ratnagiri, Sub-District, Taluka - Dapoli, Sub-Registrar Dapoli, Maharashtra, hereinafter referred to as ("**the said Land**") in favour of the Promoter for the Plot Value and the terms and conditions set out therein.

- F. Upon registration of the aforementioned Exclusive Works Contract and POAs, the Promoter is seized and possessed of and is well and sufficiently entitled to the said Property which is more particularly described in the **First Schedule** hereunder written, free from all encumbrances of whatsoever nature.
- G. The Owners had applied to the Collector, Ratnagiri for obtaining necessary approvals for carrying out plotted development in respect of the said Property. The Collector vide its NA order ("**Order(s)**") bearing No. Mahsul/Karyasan/6B/Binsheti/Rekhankan/SNA/SR/99/16 dated 01/02/2017 granted permission to the Promoter to carry out plotted development on the said Property. The Order(s) is annexed hereto as **Annexure "A"**. A copy of the layout of the Project is annexed hereto and marked as **Annexure "C"**.
- H. Pursuant to the above, the Promoter is well and sufficiently entitled to complete the planning, designing, landscaping, civil contracting, infrastructural works, marketing, promotions, trading, and providing customers through online portals, maintenance and monitoring as per RERA Compliance and collection's with all incidental and related facilities and amenities including the intellectual property, digital marketing portal, programs and other expertise in respect of all that piece and parcel of non-agricultural land (NA) covered by a sanctioned residential purpose layout divided into plots, situated within the said Property.
- I. Title Certificate in respect of the said Property is annexed hereto and marked as **Annexure "A"**.
- J. The Promoter has registered the said project to be completed on the said Property under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the rules made thereunder with RERA under the name and style of "**ZALTANA OCEANIC**" having registration certificate No. _____ (hereinafter referred to as "**the Project**"). An authenticated copy of the registration certificate granted by RERA, in respect of the Project, is annexed hereto and marked as **Annexure "F"**.

- K. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/themselves/itself about the title of the Owner and the rights of the promoter created by virtue of the exclusive works contract thereto and the Purchaser having accepted the same, the Purchaser has entered into this Agreement with the Promoter.
- L. The Promoter has procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under the Act on the government portal /website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the government may prescribe from time to time (hereinafter referred to as the "**Government Portal**") and the Promoter shall obtain the balance approvals from various Authorities from time to time, if so required.
- M. The Promoter has sole and exclusive right to sell the Plot (as defined in these presents) in the Project and to enter into separate agreements with other purchasers for the sale/ allotment of the plots forming part of the Project and to receive the sale consideration in respect thereof by virtue of the Power of Attorney granted by the Owner.
- N. **TITLE CERTIFICATE:** The title of the owner/ promoter/ developer/ Contractor is duly verified through their law firm Ravenclaw Legal LLP through Adv. Vidyesh Dhamdhare and has certified that the title of the present owner/developer/promoter is clean clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as Annexure "A".
- O. **EXCLUSIVE RIGHT TO SELL AND DEVELOP:** In the circumstances, the Owner/Developer/ Promoter/ Contractor has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner/ Developer/ Contractor Promoter has applied for and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the same is attached hereto as Annexure " F " .
- P. **PURCHASER AGREES TO ACQUIRE:** The Purchaser, after satisfying himself as regards the title of the Owner/Developer/Promoter/Contractor to the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion Annexure and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open Plot No.____

as specified in Annexure "D" written [hereinafter for the sake of brevity referred to as the "said Plot"]. the Purchaser/s has/ have agreed to acquire Plot No _____, admeasuring about ____ Are, at or for the consideration and on the terms and conditions set out hereinafter; the said Plot No. ____ is hereinafter referred to for the sake of convenience and brevity as "the said Plot" and is more particularly described in the hereunder written and marked in Red on the Plan Schedule 'B'.

Q. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS :

The Purchaser/s has/have demanded from the owner/Developer Promoter and the owner/Developer/Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

R. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:

The Purchaser/s has/have, before the execution hereof, had the title of the Owner/Developer/Contractor /Promoter thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/ herself/themselves that the same is free from all encumbrances, and is clear and marketable.

S. CONSIDERATION: After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoter herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs. _____/- (Rupees _____ Only) *vide* Cheque No. _____ dated _____ drawn on Bank of India, Viman Nagar, Pune Branch which amount shall be deposited in RERA Designated Collection Bank Account No. **053720110000824**, **Bank of India**, Viman Nagar Branch having IFSC Code **BKID0000537** Situated at **Pune** being the part payment out of the lump sum total Sale-price of Rs. _____ [Rupees _____ Only] against and in consideration of the said Plot agreed to be sold by the Owner/Developer/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter hereby admit and acknowledge. In addition to the above bank account, Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. **053722410000001** and **053722410000002** respectively. The Purchaser has agreed to pay to the, the entire balance of the sale-price in the manner as mentioned in the Schedule E hereunder written, and which payment is deemed to be the essence of these presents.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. PURCHASE AND SALE OF THE PLOT:

- 1.1. The Purchaser/s has/have agreed to acquire and Owner/Developer/Promoter has agreed to sell the said Open Plot No _____, admeasuring sq. mtrs. and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the Schedule/s and specified in Plan Schedule B hereunder written;
- 1.2. The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure "C", hereunder written.

2. CONSIDERATION: -

2.1. LUMP SUM CONSIDERATION AND EXCLUSION:

As mentioned above, the Owner/Developer/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Developer/Promoter the said open Plot inclusive the specifications mentioned in the Annexure "D" at or for the mutually agreed lump sum consideration of Rs. _____ only and the Purchaser shall deposit the said amount in RERA Designated Collection Bank Account No. **053720110000824, Bank of India, Viman Nagar Branch** having IFSC Code **BKID0000537** Situated at Pune ; and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.2. TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/Developer/Promoter before on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] 15 days {u/s 19(10)} of the Owner/Developer/Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.

2.3. DELAY IN HANDING OVER POSSESSION BY OWNER/ DEVELOPER / PROMOTER/ CONTRACTOR/CONSENTING PARTY:

It is agreed between the parties hereto that if the Owner/ Developer/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Owner/ Developer/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, than in such case, Owner/Developer/ Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the

Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

2.4. Default by Purchaser - Plotted Layout

a) The Purchaser shall make all payments as decided during the time of purchase. If the Purchaser fails to make any such payment within **15 days** of the due date, the Promoter shall issue a written notice requiring the Purchaser to cure the default within **30 days** from the date of receipt.

b) If the Purchaser fails to cure the default within such 30-day period, the Promoter may, by issuing a second notice of **30 days**, elect to terminate this Agreement. Upon termination, the Promoter shall refund amounts paid by the Purchaser **after deducting only the Booking Amount and statutory taxes/duties paid on behalf of the Purchaser**. In cases where cancellation is sought by the Purchaser prior to execution of the Agreement for Sale, the amount retained by the Promoter shall be **not more than 2% or as approved by MAHARERA from time to time, of the total sale consideration**.

c) The refund shall be made within **30 days** from the date of termination/cancellation notice, failing which interest at the rate as prescribed under applicable RERA Rules shall accrue from the due date of refund until actual payment.

d) The Purchaser expressly acknowledges that failure to sign requisite documents (e.g., Agreement for Sale/Cancellation Deed) upon notice shall entitle the Promoter to seek enforcement under RERA, including appointment of an officer to register such documents.

3. MAINTENANCE OF THE PLOT / LAYOUT:

Commencing the week after Notice in writing is given by the Owner/Developer/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Developer/Promoter, the Purchaser/s hereby agree/s and bind/s himself/ herself/themselves to pay to the owner/Developer/Promoter, charges for common service/s, if any.

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Promoter shall facilitate formation and registration of a **Maintenance and betterment Service Society** for the purpose of maintenance and management of the gated layout, in accordance with the Maharashtra Co-operative Societies Act, 1960 and RERA. Allottees shall become members of such Society, which shall be responsible for maintenance of common areas and private amenities.

(a) Nature, Role and Powers of the Society

1. The Parties expressly agree and acknowledge that the **Co-operative Society / Association of Allottees / Company**("Society") shall be formed **solely for the**

purpose of maintenance, management and administration of the common areas, internal infrastructure and private amenities of the gated plotted layout.

2. **Ownership of the individual Plots shall always vest exclusively with the respective Allottees**, and the Society shall **not have any right, title or interest** in the individual Plots.
3. The Society shall **not be entitled to claim ownership, possession or control** over any individual Plot, nor shall it have authority to:
 - allot, re-allot or transfer any Plot;
 - impose restrictions on lawful construction within a Plot beyond applicable laws and approved layout regulations;
 - interfere with the proprietary rights of the Plot owners.
4. The role of the Society shall be **restricted to collection of maintenance charges**, upkeep, repair and management of:
 - internal roads and pathways,
 - compound wall and entrance gate,
 - security systems,
 - common utilities and services,
 - landscaped areas and recreational amenities,
 - and such other common facilities as disclosed in this Agreement.

5. MAINTENANCE OF COMMON AREAS

5.1 Defined Items

In this Clause, "Common Areas and Amenities" shall include – but not be limited to – internal roads, compound wall, gated entrance, street lighting, water systems, drainage, security installations, landscaped gardens, club house, play areas, path/park spaces and other facilities with their **location, size and committed handover timelines** as disclosed in the registration documents and this agreement.

5.2 Maintenance Prior to Handover

The Promoter shall maintain all Common Areas and Amenities *physically and operationally*, maintaining cleanliness, utilities, safety and security, **from the date of possession/occupation** of any Plot until handover of maintenance responsibilities to the Society, subject to timely payment of charges by Allottees.

5.3 Maintenance Charges & Escalation

The Allottee shall pay proportionate charges for maintenance, utilities and upkeep, such charges may be revised by Promoter based on real expenses, statutory costs, utility tariffs and staffing costs. All revisions shall be **notified in writing at least 30 days prior to implementation**.

5.4 Timeline for Society Formation

The Promoter shall initiate steps for registration of the Society within **60 days after sale of the majority of Plots or as otherwise agreed**, and thereafter convene the first meeting to elect the office-bearers.

5.5 Handover of Maintenance

Upon registration of the Society and completion of handover formalities (including delivery of all relevant plans, records and accounts), the Promoter shall transfer maintenance responsibility. The Society shall immediately thereafter assume collection and management of maintenance dues.

5.6 Handover Timeline for Amenities

Each Common Area & Amenity listed in Schedule Annexure "E" shall be made available and handed over by the Promoter **by the dates expressly specified** in that Schedule. If any amenity is delayed beyond the committed timeline, the Promoter shall be liable to compensate the Society/Allottees as per applicable law/regulation.

5.7 Rights of Use & Access

Allottees shall have a non-exclusive right to use Common Areas and Private Amenities, subject to applicable rules and payment of dues. No individual proprietary interest in any amenity shall be conferred.

5.8 Default in Maintenance Charges

Upon default in payment of maintenance charges, the Promoter (pre-handover) or Society (post-handover) may charge interest and pursue lawful recovery, including restricting use of non-essential amenities.

5.9 Local Authority Disclaimer

The Allottee expressly acknowledges that **local or civic bodies shall not maintain** internal infrastructure & Common Amenities within the gated layout.

5.10 Details of Outgoings Payable by the Allottee

1) **Maintenance Charges**

Proportionate share towards maintenance of internal roads, lighting, water systems, security, landscaping, club house and other private amenities of the gated layout.

2) **Electricity Charges (Common Areas)**

Charges for electricity consumed in common areas including street lighting, club house and security installations.

3) **Water Charges**

Charges for common water supply arrangements, including borewells, tanks, pumps and treatment systems, if any.

4) **Security & Facility Management Charges**

Expenses towards deployment of security personnel and appointment of facility management agency, if any.

5) **Corpus / Sinking Fund**

One-time contribution towards corpus / sinking fund for long-term repairs, replacements and capital expenditure of Common Areas and Private Amenities.

6) **Taxes / Statutory Outgoings (if applicable)**

Any taxes, cess or statutory levies attributable to the Common Areas, as applicable.

7) **Revision Clause**

The above charges shall be payable at rates determined by the Promoter till formation of the Society and thereafter as determined by the Society.

8) **Water Connections**

The Promoter has made necessary provisions of water i.e. one borewell and have initiated necessary legal procedures to obtain water connection from gram panchayat. However, in case of any unforeseen event leading to water shortage making it necessary to facilitate Tanker or any other means for the project, then in that case, the same will be made available by the promoter for which the members/unit holders will be liable to pay for the same.

6. NO RIGHTS TO DEMAND SUB-DIVISION:

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all me other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws. Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

7. UNSOLD PLOTS:

In case the Conveyance is executed in favour of the Society before the disposal by the Owner/Developer/Promoter of all the plots on the said Land, then in such case, the Owner/Developer/ Promoter shall join in the Society as nominal member holding such unsold plots and will be liable to pay Rs. 100/- per plot per month till the said unsold plots are sold/transferred/assigned, the said society shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER / DEVELOPER / PROMOTER:

The Promoter hereby represents and warrants to the Allottee/Purchaser as follows :—

- {a} The Promoter has clear and marketable title with respect to the project land/Plot; as declared in the title report annexed to this agreement and has the requisite right to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; The promoter has also obtained the necessary N.A. permission from competent authority;
- {b} The Promoter has lawful rights and requisite approval from the competent Authorities to carry out development of the Project and shall obtain requisite

- approvals from time to time to complete the development of the project;
- {c} There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- {d} There are **no litigations** pending before any Court of law with respect to the project land or Project except those disclosed in the title report; there are no prohibitory order for transfer at the plot;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authority with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;
- (f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (i) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- (k) The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra;
- (l) Title of land as a part of real estate project.

9. PAYMENT OF STAMP DUTY/REGISTRATION FEES/EXPENSES:

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on the Agreement and all documents executed by the Owner/Developer/Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified common areas and facilities of the land and/or any building within the

said project which may be executed by the Owner/Developer/Promoter or Consenting Party in favour of the Association/ condominium/ society of all Plot purchasers in the said project.

10. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties with regards to the sold unit/plot, as the case may be.

11. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12. ADDRESS FOR SERVICE:

That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Pasting at their respective addresses specified below:

Name of Allottee/Purchaser

(Allottee's Address)

Notified Email ID:

M/s. Promoter Name: **Dapoli NextGenCity SPV 1 LLP**

(Promoter Address) : Flat No. 08, 4th Floor, Y2K Apartments, Vande Mataram Chowk, Sadashiv Peth, Pune - 411030.

Notified Email ID : Zaltanaoceanic@landexchange.in

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

13. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

14. AMENITY PLOTS

It is further made clear by these presents that all the amenity plots as per the

sanctioned layout/Plan bearing Plot Nos. Amenity Plot 1 admeasuring about 3790 Sq. Mtrs. i.e. 40796 Sq. Ft. will be exclusively owned, managed and maintained by promoter. It is also further made clear that all the amenity Plots in the layout will not be a part of conveyance to be executed in favor of society or association and that the same will be always owned, managed and maintained by promoter. Further the promoter/contractor shall have exclusive rights to use/utilize and/or sell/transfer/assign the said amenity plot/s and the purchaser/allottee shall not have any over the said proceeds in whatsoever manner. This specific condition is understood, agreed and accepted by the Purchaser herein and that the purchaser will not have any claim in respect of the said amenities.

15. CANCELLATION BY THE PURCHASER

- 15.1.** In the event, the Purchaser expresses its/his/her desire to cancel this Agreement for any reasons whatsoever (save and except for reasons mentioned in Clause 6.4 hereinabove), then the Promoter shall be entitled to forfeit/deduct the Recovery Amounts from the Plot Value paid by the Purchaser till such cancellation and all the consequences of such cancellation stipulated in Clause mentioned in these presents and the Purchaser shall follow necessary legal procedures including the execution of the Deed of Cancellation and handover of originals of all the documents in respect of the Plot to the Owner/Promoter.
- 15.2.** It is hereby clarified that forfeiture of the amounts as aforesaid are without prejudice to the other rights available to the Promoter including the entitlement to levy such Interest rate as prescribed under RERA.
- 15.3.** Upon such cancellation/termination of this Agreement, the Purchaser's right to the Plot shall forthwith cease to exist and the Owner/Promoter shall be entitled to re-allot/sell the same in favor of any third party at its discretion.
- 15.4.** The Purchaser further agrees that receipt of the aforementioned refund by way of cheque, if any, by hand delivery/registered post acknowledgment due at the address/en-cashed by the Purchaser or not, will be considered as the payment made by the Owner/Promoter towards such refund and its liability in terms of the said refund shall come to an end forthwith. The Purchaser shall not take or make any objection, contention, obstruction, claim or any proceeding in respect of the Promoter re- selling/re-allotting the Plot to any person/s pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event, the Purchaser shall not be entitled to claim any right, title or benefit of any nature whatsoever in respect of the Plot or any part thereof.
- 15.5.** The Purchaser hereby grants to the Owner/Promoter the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Owner/Promoter including the Plot Value, Interest and / or Liquidated Damages against any other amounts payable by the Purchaser to the Owner/Promoter or by the Owner/Promoter to the Purchaser pursuant to this

Agreement and in relation to the Plot. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

16. GOVERNING LAW

That, the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Court of Pune shall have exclusive jurisdiction to try, entertain and decide any dispute arising out of this Agreement.

17. DECLARATION

The Allottee/s hereby declare/s that, the Allottee/s has / have read and fully understood all the contents of this Agreement and thereafter the same has been executed by him/her/them.

18. SEVERABILITY

18.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

18.2. The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

19. WAIVER

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Promoter shall not be construed as waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Promoter.

20. STAMP DUTY

For the purposes of Section 4 of the Maharashtra Stamp Act, 2013 read with the Bombay Stamp Act, 1958, the Parties identify this Agreement as the principal instrument on which the full stamp duty has been paid. The Deed of Conveyance to be executed in favour of the society or the association, as the case may be, shall be stamped accordingly.

21. ENTIRE AGREEMENT

The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Owner/Promoter in any documents, marketing collaterals, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Owner/Promoter and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

22. CONFIDENTIALITY

22.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (**Confidential Information**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Plot and is legally binding on the Parties and shall always be in full force and effect.

22.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.

22.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:

- such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
- such disclosure is required in connection with any litigation; or
- such information has entered the public domain other than by a breach of the Agreement.

23. MISCELLANEOUS

23.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Project or said Property or any part thereof.

23.2. All notices to be served on the Promoter and/or the Purchaser shall be deemed to have been duly served if sent by email/ Registered Post A.D. / under Certification of Posting / standard mail or courier at the address set out in the name clause hereinabove.

23.3. The Parties agree that unless a Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all

communication.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT DAPOLI IN THE PRESENCE OF ATTESTING WITNESSES, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERED TO:

ALL THAT PIECE AND PARCEL OF non-agricultural land being Survey Nos. 132, admeasuring _____ sq. meters at Village Anjarle, Taluka Dapoli, District Ratnagiri.

SCHEDULE 'B'

Plan of the individual plot allotted to the allottee

LIST OF ANNEXURES

Annexure "A" : Title Certificate.

Annexure "B" : 7/12 Extracts.

Annexure "C" : Authenticated Copy of the approved layout & N.A order

Annexure "D" : Details of the Plot

ALL THAT PIECE AND PARCEL OF non-agricultural land being Plot No admeasuring _____sq. metres (Survey No./Gat No. 132) in Village Anjarle, Taluka Dapoli, District Ratnagiri, Maharashtra, as per Layout Plan, and bounded as follows, that is,

PLOT NO.	ON NORTH	ON EAST	ON SOUTH	ON WEST
_____	_____	_____	_____	_____

Annexure "E" : List of Common Areas, and Amenities to the provided under these presents. The nature, extent and description of common areas and facilities.

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Open Space 1	31-12-2028	15-01-2029	1723 Sqmts
ii.	Open Space 2	31-12-2028	15-01-2029	2235 Sqmts
iii.				

B.) Facilities/amenities provided/to be provided within the Layout and/or common areas of the Layout

	Type of facilities/ amenities provided	Phase name /number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size /area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Club House		15-05-2029	30-06-2029	185 Sqmts	Free of FSI
ii.	Gazebo		30-12-2028	30-02-2029	50 Sqmts	Free of FSI

C) The size and the location of the facilities / amenities in form of open spaces (RG/PG etc.) provided /to be provided within the plot and /or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	Kids Play Area		150 Sqmts	31-12-2028	01-03-2029
ii.	Recreational Area		250 Sqmts	31-12-2028	01-03-2029
iii.					

Annexure "F" : Registration Certificate of the Project granted by the Real Estate Regulatory Authority.